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7 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 MAXWELL AMSTERDAM, TUBA
10 SIRTKEYA, DONTE BELL, JONG CHUAN
11 LEE, LONDON LEE, BRADFORD MOORE,
CYNTHIA QIAN, AND NATASHA THAKUR,

12 Plaintiffs,

13 v.

14 TWITTER, INC. and X CORP.,

15 Respondents.
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Case No. _____

COMPLAINT

JURY TRIAL DEMANDED

1 **I. INTRODUCTION**

2 1. This case is brought by Plaintiffs, who are former Twitter employees, against
3 Defendants Twitter, Inc. and X Corp. (collectively “Twitter”), challenging the company’s failure
4 to pay promised severance to employees following Elon Musk’s purchase of the company in
5 2022. Plaintiffs bring their claims based on breach of contract and of promissory estoppel.

6 2. As described further below, in October 2022, the world’s richest man, Elon Musk,
7 purchased Twitter and immediately began laying off 80% of its workforce. Employees had been
8 promised that, should they lose their jobs after the sale of the company, they would be entitled to
9 severance pay, pursuant to Twitter’s pre-acquisition severance policy. However, following
10 Musk’s purchase of the company, Twitter reneged on this promise and did not pay the
11 employees, including Plaintiffs, the promised severance.

12 **II. PARTIES**

13 3. The above-listed Plaintiffs are former employees who worked for Twitter in
14 Washington and who lost their jobs following Elon Musk’s purchase of the company in October
15 2022.

16 4. Defendant Twitter, Inc. is a Delaware Corporation, headquartered in San
17 Francisco, California. Defendant X Corp. is a Nevada Corporation, headquartered in San
18 Francisco, California. In or about March 2023, Twitter merged with X Corp., and as a result,
19 Twitter and X Corp. are a single entity. X Corp. has successor liability for Twitter’s unlawful
20 acts. Twitter and X Corp. are referred to herein as “Twitter.”
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1 **III. JURISDICTION**

2 5. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because
3 the underlying matters in controversy exceed the sum or value of \$75,000, exclusive of interest
4 and costs, and Plaintiffs reside in Washington.

5 6. This Court has personal jurisdiction over Twitter, Inc. and X Corp. because these
6 entities are doing business in this district.

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8 **IV. STATEMENT OF FACTS**

9 7. Twitter (now known as “X”) is a social media company that formerly employed
10 thousands of people across the United States and the world.

11 8. In April 2022, it was announced that multi-billionaire Elon Musk would be
12 purchasing the company.

13 9. Following this announcement, many employees raised concerns regarding the
14 company’s policies following this anticipated acquisition, including concerns about how Elon
15 Musk would run the company, as well as concerns of possible mass layoffs.

16 10. In order to assuage employees’ concerns and try to prevent them from leaving
17 Twitter *en masse* to work at other companies, Twitter made various promises to employees,
18 including Plaintiffs.

19 11. One important promise Twitter made was that, for a year after the acquisition,
20 Twitter would maintain the same wages and benefits for employees, including severance
21 benefits, in the event the employees lost their jobs after the acquisition.

22 12. This promise that severance benefits would stay the same for a year following Mr.
23 Musk’s acquisition of the company was communicated directly to Twitter employees, including

1 Plaintiffs, both orally (including at periodic “all-hands” meetings and other meetings with
2 management), as well as in writing by Twitter’s management.

3 13. The promise that severance pay would remain at least as favorable as it was prior
4 to Musk’s acquisition was communicated by Twitter to its employees, including Plaintiffs, in
5 writing through distribution of a Frequently Asked Questions (FAQs) document.

6 14. Plaintiffs reasonably relied on this promise and maintained their employment at
7 Twitter, rather than seeking job opportunities elsewhere. They did so to their detriment.

8 15. Following the purchase of the company by Elon Musk in late October 2022,
9 Twitter openly reneged on this promise.

10 16. Shortly after he acquired the company, Musk immediately began a mass layoff
11 that led to the ouster of about 80% of Twitter’s workforce, including Plaintiffs.

12 17. The layoffs began with approximately half of the workforce notified of their
13 layoff on November 4, 2022, with an effective date of January 4, 2023. See Kate Conger, Ryan
14 Mac, and Mike Isaac, Confusion and Frustration Reign as Elon Musk Cuts Half of Twitter’s
15 Staff, NEW YORK TIMES (November 4, 2022),
16 <https://www.nytimes.com/2022/11/04/technology/elon-musk-twitter-layoffs.html>.

17 18. Over the following weeks and months, Twitter continued the layoffs. See Ryan
18 Morrison, Twitter ‘lays off 10% of its global workforce’ in Elon Musk’s latest job cuts,
19 TECHMONITOR (February 27, 2023, updated March 9, 2023) (“The Company’s headcount is
20 down 75%.”), <https://techmonitor.ai/policy/digital-economy/twitter-job-cuts-elon-musk>.

21 19. Further mass layoffs occurred after Musk sent the following message to
22 remaining Twitter employees on November 16, 2022:

23
Going forward, to build a breakthrough Twitter 2.0 and succeed in an increasingly
competitive world, we will need to be extremely hardcore. This will mean

1 working long hours at high intensity. Only exceptional performance will
2 constitute a passing grade.

3 Twitter will also be much more engineering-driven. Design and product
4 management will still be very important and report to me, but those writing great
code will constitute the majority of our team and have the greatest sway. At its
heart, Twitter is a software and servers company, so I think this makes sense.

5 If you are sure that you want to be part of the new Twitter, please click yes on the
6 link below:

7 [LINK]

8 Anyone who has not done so by 5pm ET tomorrow (Thursday) will receive three
months of severance.

9 Whatever decision you make, thank you for your efforts to make Twitter
10 successful.

11 Elon

12 20. This ultimatum was intended to, and did, result in further layoffs. More than
13 1,100 employees did not click “yes” in response to this email and were notified the next day that
14 their employment would end two months later.

15 21. Twitter’s previous policy had provided for greater severance pay for employees
16 than was offered to Plaintiffs. The previous severance policy had provided for a lump sum
17 payment of at least two months’ pay (six months for Director-level employees and above) plus
18 an additional week of pay for each full year of employment, 100% target bonus pay, cash value
19 of equity that would have vested within three months from the separation date (six months for
20 Director-level employees and above), and a cash contribution for health care continuation.
21 However, Twitter only offered employees one month or less base salary for severance.

22 22. Plaintiffs did not accept this reduced offer of severance and now bring these
23 claims to recover the severance pay that had been promised to them.

1 23. The two months pay that most employees received (two months for Washington
2 employees) while remaining on payroll following their notification of layoff and their final
3 separation date was not severance pay. Instead, Twitter offered this period of continued payment
4 to employees to comply with federal WARN Act (29 U.S.C. §§ 2101 *et seq.*).

5 24. Employees (including Plaintiffs) had reasonably relied to their detriment on
6 Twitter's earlier promise that employees who lost their jobs after Musk's purchase of the
7 company would receive at least as favorable severance pay as they would have received prior to
8 his purchase of the company and that employees would be permitted to work remotely. Based on
9 those promises, they did not seek or obtain employment elsewhere during the uncertain period
10 prior to Musk's purchase of the company.

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12 **COUNT I**
 Breach of Contract

13 As set forth above, from approximately April 2022 through October 2022, Twitter
14 repeatedly informed employees (including Plaintiffs) that in consideration for the employees'
15 continued willingness to work for Twitter, if they lost their jobs following Elon Musk's purchase
16 of the company, they would receive severance pay that was no less favorable than what Twitter
17 employees previously received. However, following Musk's purchase of the company, Twitter
18 breached that contract. After Plaintiffs were laid off, Twitter did not offer them severance
19 packages that were at least as favorable as those Twitter provided to employees prior to the
20 acquisition.

COUNT II
Promissory Estoppel

From approximately April 2022 through October 2022, Twitter repeatedly informed employees (including Plaintiffs) that if they lost their jobs following Elon Musk's purchase of the company, they would receive severance pay that was no less favorable than what Twitter employees previously received. In reasonable reliance on this promise, Plaintiffs continued to work for Twitter, rather than looking for and accepting other job opportunities. However, following Musk's purchase of the company, Twitter reneged on this promise. After Plaintiffs were laid off, Twitter failed to offer them severance packages that were no less favorable than those Twitter provided to employees prior to the acquisition. Plaintiffs were harmed by their reliance on these promises, including that they lost the opportunity to obtain other employment, when the job market was more favorable.

WHEREFORE, Plaintiffs request that this Court enter the following relief:

- a. Declare and find that Defendants are liable to Plaintiffs as the result of Defendants' breach of contract with Plaintiffs;
- b. Declare and find that Defendants are liable to Plaintiffs under the doctrine of promissory estoppel;
- c. Award compensatory damages, in an amount according to proof;
- d. Award pre- and post-judgment interest; and
- e. Award such other relief to which Plaintiffs may be entitled.

1 Dated: May 16, 2025

2 Respectfully submitted,

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